

Releasable

Date: 10/23/09, 11/20/09

Document: 876126, 877719

**CHUBB & SON INC.**

Manager
90 John Street, New York, N.Y. 10038

DECLARATIONS**EXCESS LIABILITY POLICY**

Prior Number New Producer Number 3-61047

Policy Number **79220330**

(COVER NOTE SPLIT)

Item 1. Named Insured & Address
Monsanto Company
800 N. Lindbergh Blvd.
St. Louis, Missouri 63166

Issued by the stock insurance company
shown below, herein called the Company.

FEDERAL INSURANCE COMPANY
Incorporated under the laws of New Jersey

Item 2. Producer's Name & Address
Thomas E. Sears
31 St. James Ave.
Boston, Mass 02116

Item 3. Policy Period From: 4/13/76 To: 4/1/77
(12:01 A.M. standard time at the address of the Named Insured)

Item 4. Premium \$ 2,417. Premium Basis: Flat
Rate:

Item 5. Limit of Liability

The Company's Liability, under this policy, shall not exceed the greater of the following amounts:

- A. 20 Percent of the LOSS in excess of all UNDERLYING INSURANCE nor for more than
- B. \$ 5,000,000. per occurrence or;
- C. \$ 5,000,000. Annual aggregate (as defined in the First UNDERLYING INSURANCE policy)

Item 6. Schedule of UNDERLYING INSURANCE

First UNDERLYING INSURANCE policy:

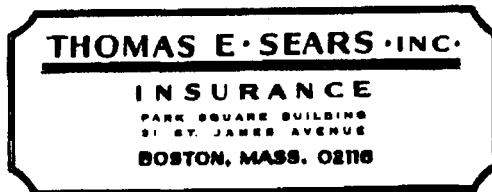
Underwriters at Lloyds of London
Policy #SD9031 (L)/UGL0285
4/1/75 - 4/1/78

\$5,000,000. each occurrence
\$5,000,000. annual aggregate
where applicable

other UNDERLYING INSURANCE:

Various Companies
4/13/76 - 4/1/77

\$93,000,000. each occurrence
\$93,000,000. annual aggregate
where applicable;
in excess of the
first Underlying
Insurance



Issued at Summit, N J
Date 5/12/76 FR

[Signature]
Authorized Representative

MONS 153986



ENDORSEMENT

Date Issued 9/16/76

Endorsement No. 3

Insured Monsanto Company

Policy No. 7922 03 30

Name of Company Federal Insurance Company

Effective Date 4/13/76

Producer Thomas E. Sears, Inc.
3-61047

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD9031/UGL0285 of Underwriters at Lloyd's of London.

SEP 20 1976

All Other Terms and Conditions Remain Unchanged

Authorized Representative

Form 99-02-02/6 Part (Rev. 8-71) (Formerly 1382)

M-434 (50M)

MONS 153987



ENDORSEMENT

Date Issued

Endorsement No. 2

Insured **Monsanto Company**

Policy No. 7922 03 30

Name of Company **Federal Insurance Company**

Effective Date 4/13/76

Producer **Thomas E. Sears**

It is agreed that Policy Provision 10, Cancellation, is amended to show that the Company may not give less than sixty (60) days notice of Cancellation.

All Other Terms and Conditions Remain Unchanged


Authorized Representative

Form 1380 (Rev. 8-75)

L-6789 (100M)



MONS 153988



ENDORSEMENT

Date Issued 6/16/76

Endorsement No. 1

Insured Monsanto Company

Policy No. 7922 03 30

Name of Company Federal Insurance Company

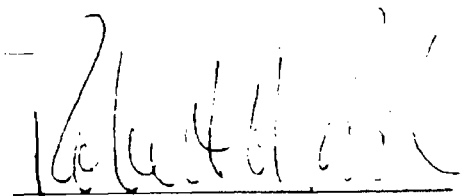
Effective Date 4/13/76

Producer Thomas E. Sears
3-61047

It is hereby understood and agreed that Item #6 of the Declarations, is amended to show policy periods for other Underlying Insurance of 4/1/75 - 4/1/78.

All Other Terms and Conditions Remain Unchanged

Form 99-02-02/6 Part (Rev. 8-71) (Formerly 1382)


Authorized Representative

M-434 (50M)

MONS 153989



CHUBB



EXCESS LIABILITY POLICY

MONS 153990

POLICY PROVISIONS

1 INSURING AGREEMENT:

In consideration of the payment of the required premium and subject to all the terms of this policy, the Company agrees to pay on behalf of the Insured **LOSS** resulting from any occurrence insured by the terms and provisions of the First **UNDERLYING INSURANCE** policy scheduled in Item 6 of the Declarations (except for the Limits of Liability and defense provisions, if any). The insurance afforded by this policy shall apply only in excess of and after all **UNDERLYING INSURANCE** (as scheduled in Item 6 of the Declarations) has been exhausted.

2 LIMIT OF LIABILITY:

See Item 5 of the Declarations.

3 EXCLUSION:

This policy shall not apply to Nuclear Energy Liability (see Endorsement #1, Nuclear Energy Liability Exclusion, on page three of this policy) regardless of whether or not such coverage was or would have been afforded by the First **UNDERLYING INSURANCE** policy.

4 GLOSSARY:

The conditions of this policy shall be applied as if the gloss of words listed below had been included with the word or words each time they appear in this policy:

LOSS—meaning the amount of the principal sum, award or verdict, actually paid or payable in cash in the settlement or satisfaction of claim for which the Insured is liable, either by adjudication or compromise with the written consent of the Company, after making proper deduction for all recoveries and salvages.

UNDERLYING INSURANCE—meaning all policies scheduled in Item 6 of the Declarations.

5 MAINTENANCE OF UNDERLYING INSURANCE:

The Insured agrees that the First **UNDERLYING INSURANCE** policy, and other **UNDERLYING INSURANCE** following the terms and provisions of the First **UNDERLYING INSURANCE** policy (except for limit of liability and defense provisions, if any), shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of occurrences happening during the period of this policy. The failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the Company shall only be liable to the same extent as if the Insured had complied with this condition.

6 NOTICE OF OCCURRENCE:

Upon the happening of an occurrence reasonably likely to involve the Company under this policy the Insured shall give written notice as soon as practicable to the Company. Such notice shall contain particulars sufficient to identify the Insured and fullest information obtainable at the time. If legal proceedings are begun the Insured shall forward to the Company each paper therein, or a copy thereof, received by the Insured or the Insured's representative, together with copies of reports of investigations with respect to such claim proceedings.

7 DEFENSE:

The Company shall not be called upon to assume charge of the investigation, settlement or defense of any claim made, or suits brought, or proceedings instituted against the Insured, but shall have the right and be given the opportunity to be associated in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of this policy. If the Company avails itself of such right and opportunity the Company shall do so at its own expense. Court costs and interest, if incurred with the consent of the Company, shall be borne by the Company and other interested parties in the proportion that each party's share of **LOSS** bears to the total amount of **LOSS** sustained by all interested parties.

THIS SPACE TO BE USED FOR ATTACHMENT OF DECLARATIONS AND ENDORSEMENT(S).

PAYMENT OF LOSS:

Upon final determination of **LOSS**, the Company promptly shall pay on behalf of the Insured the amount of **LOSS** falling within the terms of this policy.

SUBROGATION:

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

The amount recovered as subrogation shall be apportioned in the inverse order of payment of **LOSS** to the extent of the actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.

CANCELLATION:

This policy may be cancelled by the Named Insured by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period.

If cancellation is at the request of the Named Insured earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. If this policy insures more than one Named Insured, cancellation may be effected by the first of such Named Insureds for the account of all the Named Insureds; notice of cancellation by the Company to such first Named Insured shall be deemed notice to all Insureds and payment of any unearned premium to such first Named Insured shall be for the account of all interests herein.

In Witness Whereof, the insurance company issuing this policy (as indicated in the Declarations) has caused this policy to be signed by its authorized officers but this policy shall not be valid unless countersigned on the Declarations page of this policy by a duly authorized Representative of the Company.

PACIFIC INDEMNITY COMPANY

Philip B. Fisher *Carl H. Fisher*
SAC 410 7 Pres 3001

FEDERAL INSURANCE COMPANY

Frederic L. Brown *William A. Rice*
SAC 410 7 Pres 3001

Endorsement #1

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)**

It is agreed that the policy shall not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

NEW YORK—The provisions of the above endorsement do not apply with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

THOMAS E. SEARS, INC.

TELEPHONE 617 459-8800
TELEX NUMBER 54-0635

INSURANCE

PARK SQUARE BUILDING
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

Insurance Cover Note—No.: SD1050/

This is to certify that the undersigned have procured insurance as hereinafter specified ~~through one broker in London~~
~~XXXXXX~~

ASSURED: MONEANTC COMPANY
800 North Lindbergh Boulevard
St. Louis, Missouri 63166

RISKS OR HAZARDS COVERED: Broad form Umbrella Liability Insurance excluding
Success Fidelity

This insurance is to cover up to an amount of \$25,000,000 ultimate net loss each occurrence subject to an annual aggregate of \$25,000,000 ultimate net loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$25,000,000 as indicated above, but only to pay
the excess of:

1. \$50,000,000 Umbrella Coverage which in turn is in excess of:
2. a) Underlying Insurance as set forth in Cover Note No. SD9031, or
b) \$100,000 ultimate net loss in respect of each occurrence

PERIOD: FROM: April 13, 1976

TO: April 1, 1977

Both Days 12:01 A.M. Standard Time

PREMIUM: \$12,086.50 (for 100% of Cove.)
\$ 4,417.00 (for 20% Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

Radioactive Contamination Exclusion Clause Liability - Direct - #NMA 1477

Nuclear Incident Exclusion Endorsement - Liability - Direct (Broad) - #NMA 1738

Jeopardy, Pollution and Contamination Exclusion Clause No. 2 - #NMA 1684

Jeopardy, Pollution and Contamination Exclusion Clause No. 3 - #NMA 1685

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this **26th** day of **April**

19 76

THOMAS E. SEARS, INC.

By _____
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 153977

This insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~ten~~^{sixty} days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

* Sixty (60)

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT
27 WILLIAM STREET, NEW YORK, NEW YORK 10006

, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 153978

THOMAS E. SEARS, INC.

U.S.A.**NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**

(Approved by Lloyd's Underwriters Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability).

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

This policy

does not apply:—

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by, or on behalf of, an insured or (2) has been discharged or disposed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* Note:—As respects policies which afford liability coverage and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/59

N.M.A. 1256

MONS 153979

THOMAS E. SEARS, INC.

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT
(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Printed at Lloyd's, London, England.

13/2/88
N.M.A. 1477

MONS 153980

THOMAS E. SEARS, INC.

SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE No. 2

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- (2) The cost of removing, nullifying or cleaning-up seepage, polluting or contaminating substances.
- (3) Loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured.
- (4) Removal of, loss of or damage to sub-surface oil, gas or any other substance, the property of others.
- (5) Fines, penalties, punitive or exemplary damages.

22/1/70.

N.M.A. 1684.

1

MONS 153981

THOMAS E. SEARS, INC.

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3
(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this Paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

22/1/70.

N.M.A. 1685.

MONS 153982

ENDORSEMENT

Endorsement No. 3

April 13, 1976

INSURED: MONSANTO COMPANY, ET AL

It is understood and agreed that 20 % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

COMPANY

PROPORTION

Federal Insurance Company

20%
(Being \$5,000,000 Hereon)

Attached to and forming part of

SD1050/

of the

FEDERAL INSURANCE COMPANY
THOMAS E. SEARS, INC.
BY:

THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

MONS 153983

MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. **2**

April 13, 1976

It is understood and agreed that Seepage, Pollution and Contamination Exclusion Clause N.M.A. 1684 applies as respects operations over, on or under water and Industries, Seepage, Pollution and Contamination Clause N.M.A. 1685 applies as respects all other operations.

All other policy conditions remain unchanged.

Attached to and forming part of **SD1050/** of the

FEDERAL INSURANCE COMPANY

THOMAS E. SEARS, INC.

BY:

**THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116**

MONS 153984

MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 1

April 13, 1976

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD9031/UGL0285 of Underwriters at Lloyd's of London.

All other policy conditions remain unchanged.

Attached to and forming part of SD1050/ of the

FEDERAL INSURANCE COMPANY
THOMAS E. SEARS, INC.
BY:

THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

MONS 153985

**CHUBB/PACIFIC INDEMNITY GROUP**100 William Street
New York, N.Y. 100383200 Wilshire Boulevard
Los Angeles, Calif. 90010**DECLARATIONS****EXCESS LIABILITY POLICY**

Prior Number (79)7922-03-30 Producer Number 3-61047

Policy Number 79228042

Item 1. Named Insured & AddressMonsanto Company
800 N. Lindbergh Blvd.
St. Louis, Missouri 63166

Issued by the stock insurance company indicated below, herein called the company.

FEDERAL INSURANCE COMPANY
Incorporated under the laws of New Jersey**Item 2. Producer's Name & Address**Thomas E. Sears
Boston, Massachusetts 02116**Item 3. Policy Period**

From: 4/1/79

To: 4/1/80

(12:01 A.M. standard time at the address of the Named Insured)

Item 4. Premium \$ 4,800.00 Premium Basis:
Rate:**Item 5. Limit of Liability**

The Company's Liability, under this policy, shall not exceed the greater of the following amounts:

A. .05 Percent of the **LOSS** in excess of all **UNDERLYING INSURANCE** nor for more than

B. \$2,000,000 per occurrence or;

C. \$2,000,000 Annual aggregate (as defined in the First **UNDERLYING INSURANCE** policy)**Item 6. Schedule of UNDERLYING INSURANCE**First **UNDERLYING INSURANCE** policy:Lloyds of London
SD3025(C)UKL0644
\$5,000,000 4/1/79-80other **UNDERLYING INSURANCE**:Various Companies
\$95,000,000
4/1/79-80**THOMAS E. SEARS, INC.****INSURANCE - REINSURANCE**JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASS. 02116Issued at New Providence, New Jersey
Date 03/27/79 wt

THOMAS E. SEARS INSURANCE AGENCY, INC.

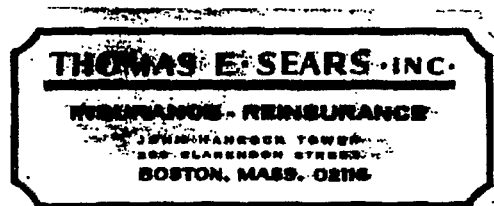
BY

Authorized Representative

Form 10362-F (2/1/Rev 11-71)

L-1039 49991

MONS 155874



EXCESS LIABILITY POLICY

MONS 155875

POLICY PROVISIONS

1. INSURING AGREEMENT:

In consideration of the payment of the required premium and subject to all the terms of this policy, the Company agrees to pay on behalf of the insured **LOSS** resulting from any occurrence insured by the terms and provisions of the First **UNDERLYING INSURANCE** policy scheduled in Item 6 of the Declarations (except for the Limits of Liability and defense provisions, if any). The insurance afforded by this policy shall apply only in excess of and after all **UNDERLYING INSURANCE** (as scheduled in Item 6 of the Declarations) has been exhausted.

2. LIMIT OF LIABILITY:

See Item 5 of the Declarations.

3. EXCLUSION:

This policy shall not apply to Nuclear Energy Liability (see Endorsement #1, Nuclear Energy Liability Exclusion, on page three of this policy) regardless of whether or not such coverage was or would have been afforded by the First **UNDERLYING INSURANCE** policy.

4. GLOSSARY:

The conditions of this policy shall be applied as if the gloss of words listed below had been included with the word or words each time they appear in this policy:

LOSS — meaning the amount of the principal sum, award or verdict, actually paid or payable in cash in the settlement or satisfaction of claim for which the Insured is liable, either by adjudication or compromise with the written consent of the Company, after making proper deduction for all recoveries and salvages.

UNDERLYING INSURANCE — meaning all policies scheduled in Item 6 of the Declarations.

5. MAINTENANCE OF UNDERLYING INSURANCE:

The Insured agrees that the First **UNDERLYING INSURANCE** policy, and other **UNDERLYING INSURANCE** following the terms and provisions of the First **UNDERLYING INSURANCE** policy (except for limit of liability and defense provisions, if any), shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of occurrences happening during the period of this policy. The failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the Company shall only be liable to the same extent as if the Insured had complied with this condition.

6. NOTICE OF OCCURRENCE:

Upon the happening of an occurrence reasonably likely to involve the Company under this policy the Insured shall give written notice as soon as practicable to the Company. Such notice shall contain particulars sufficient to identify the Insured and fullest information obtainable at the time. If legal proceedings are begun the Insured shall forward to the Company each paper therein, or a copy thereof, received by the Insured or the Insured's representative, together with copies of reports of investigations with respect to such claim proceedings.

7. DEFENSE:

The Company shall not be called upon to assume charge of the investigation, settlement or defense of any claim made, or suits brought, or proceedings instituted against the Insured, but shall have the right and be given the opportunity to be associated in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of this policy. If the Company avails itself of such right and opportunity the Company shall do so at its own expense. Court costs and interest, if incurred with the consent of the Company, shall be borne by the Company and other interested parties in the proportion that each party's share of **LOSS** bears to the total amount of **LOSS** sustained by all interested parties.

THIS SPACE TO BE USED FOR ATTACHMENT OF DECLARATIONS AND ENDORSEMENT(S).

8. PAYMENT OF LOSS:

Upon final determination of LOSS, the Company promptly shall pay on behalf of the insured the amount of LOSS falling within the terms of this policy.

9. SUBROGATION:

In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

The amount recovered as subrogation shall be apportioned in the inverse order of payment of LOSS to the extent of the actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.

10. CANCELLATION:

This policy may be cancelled by the Named Insured by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period.

If cancellation is at the request of the Named Insured earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. If this policy insures more than one Named Insured, cancellation may be effected by the first of such Named Insureds for the account of all the Named Insureds; notice of cancellation by the Company to such first Named Insured shall be deemed notice to all Insureds and payment of any unearned premium to such first Named Insured shall be for the account of all interests herein.

Endorsement #1**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)**

It is agreed that the policy shall not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

NEW YORK — The provisions of the above endorsement do not apply with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

8th



ENDORSEMENT

Date Issued 1/15/80

Endorsement No. 6

Insured Monsanto Comp.

Policy No. 7922 80 42

Name of Company Federal Insurance

Effective Date 4/1/79

Producer Sears
61047

In consideration of the premium charged it is agreed and understood that endorsement # 4, is hereby DELETED from the policy.

All Other Terms and Conditions Remain Unchanged

Form 99-02-02/5 Part I Rev. 8 711 (Formerly 1382)

THOMAS J. CHUBB INSURANCE CO., INC.
[Signature]

Authorized Representative

R-05078 (100M)

MONS 155879



ENDORSEMENT

Date Issued 3/29/79

Endorsement No. 5

Insured Monsanto Company

Policy No. 7922-80-42

Name of Company Federal Insurance Company

Effective Date 4/1/79

Producer Thomas E. Sears
3-61047

In consideration of the premium charged it is agreed
and understood that Item 5A on the DECLARATIONS, LIMITS
OF LIABILITY, is amended to read:

05

All Other Terms and Conditions Remain Unchanged

Form 99-02-02/5 Part (Rev. 8-71) (Formerly 1382)

THOMAS E. SEARS INSURANCE AGENCY, .

Authorized Representative

P 3163 (75M)

MONS 155880



ENDORSEMENT

Date Issued

Endorsement No. ⁴

Insured

Policy No. 7922-80-42

Name of Company Federal Insurance Company

Effective Date March 1, 1979

Producer

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

This policy shall not apply to PERSONAL INJURY or PROPERTY DAMAGE arising out of, or alleged to have arisen out of:

AOMA or NED137

3/27/79 wt
All Other Terms and Conditions Remain Unchanged

Form 99-02-02/5 Part (Rev. 8-71) (Formerly 1382)

THOMAS E. SEARS INSURANCE AGENCY, INC.

BY

Authorized Representative

P 3163 157

MONS 155881



ENDORSEMENT

Date Issued

Endorsement No. 3

Insured

Policy No. 7922-80-42

Name of Company Federal Insurance Company

Effective Date March 1, 1979

Producer

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

**This policy shall not apply to PERSONAL INJURY or PROPERTY DAMAGE
arising out of, or alleged to have arisen out of:**

Poly-Chlorinated Biphenyls

3/27/79 wt
All Other Terms and Conditions Remain Unchanged

Form 99-02-02/5 Part (Rev 8-71) (Formerly 1382)

THOMAS E. SEARS INSURANCE AGENCY, INC.

BY

Authorized Representative

P 7-63 (75M)

MONS 155882



ENDORSEMENT

Date Issued		Endorsement No.	2
Insured		Policy No.	7922-80-42
Name of Company	Federal Insurance Company	Effective Date	March 1, 1979
Producer			

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions, (except as regards the premium, the amount, and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of cover note #SD3025(c)UKL0644 of Underwriters at Lloyd's of London.

All Other Terms and Conditions Remain Unchanged

Form 99-02-02/5 Part (Rev. 8-71) (Formerly 1382)

THOMAS E. BEARS INSURANCE AGENCY, INC.
BY 
Authorized Representative

P 3163 (75 .1)

MONS 155883



ENDORSEMENT

Date Issued

Endorsement No. 1

Insured

Policy No. 7922-80-42

Name of Company

Federal Insurance Company

Effective Date

March 1, 1979

Producer

It is agreed that Policy Provision 10, Cancellation is amended to show that the Company may not give less than sixty (60) days notice of Cancellation.

All Other Terms and Conditions Remain Unchanged

Form 99-02-02.5 Part (Rev. 8-71) (Formerly 1382)

THOMAS E. SEARS INSURANCE AGENCY, INC.
BY _____
Authorized Representative
P 1-63-75M

MONS 155884

**CHUBB/PACIFIC INDEMNITY GROUP**100 William Street
New York, N.Y. 100383200 Wilshire Boulevard
Los Angeles, Calif. 90010**DECLARATIONS****EXCESS LIABILITY POLICY**Policy Number **New**Producer Number **3-61047**Policy Number **79228043****Item 1. Named Insured & Address**Monsanto Company
800 N. Lindbergh Blvd.
St. Louis, Missouri 63166

Issued by the stock insurance company indicated below, herein called the company.

FEDERAL INSURANCE COMPANY
Incorporated under the laws of New Jersey**Item 2. Producer's Name & Address**Thomas E. Sears
Boston, Massachusetts 02116**Item 3. Policy Period**From: **4/1/79**To: **4/1/80**

(12:01 A.M. standard time at the address of the Named Insured)

Item 4. Premium \$ 3,600.00Premium Basis:
Rate:**Item 5. Limit of Liability**

The Company's Liability, under this policy, shall not exceed the greater of the following amounts:

15 Percent of the **LOSS** in excess of all **UNDERLYING INSURANCE** nor for more than

B. \$ 3,000,000 per occurrence or;

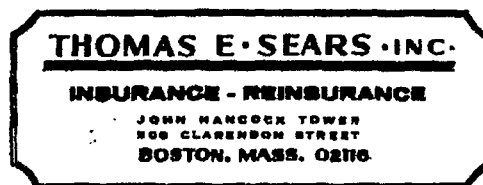
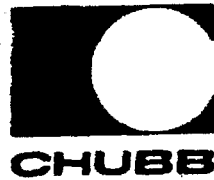
C. \$ 3,000,000 Annual aggregate (as defined in the First **UNDERLYING INSURANCE** policy)**Item 6. Schedule of UNDERLYING INSURANCE**First **UNDERLYING INSURANCE** policy:Lloyds of London
SD3025(C) UKL0644
\$5,000,000 4/1/79-80other **UNDERLYING INSURANCE**:Various Companies
\$135,000,000.
4/1/79-80**THOMAS E. SEARS · INC.****INSURANCE - REINSURANCE**JOHN HANCOCK TOWER
100 CLARENDON STREET
BOSTON, MASS. 02116Issued at New Providence, New Jersey
Date **3/27/79** wt**THOMAS E. SEARS INSURANCE AGENCY, INC.**

Authorized Representative

Form 10382-F (2) (Rev. 11-71)

L-1039 (4999) PRINTED IN U.S.A.

MONS 156032



EXCESS LIABILITY POLICY

MONS 156033

POLICY PROVISIONS

1 INSURING AGREEMENT:

In consideration of the payment of the required premium and subject to all the terms of this policy, the Company agrees to pay on behalf of the Insured **LOSS** resulting from any occurrence insured by the terms and provisions of the First **UNDERLYING INSURANCE** policy scheduled in Item 6 of the Declarations (except for the Limits of Liability and defense provisions, if any). The insurance afforded by this policy shall apply only in excess of and after all **UNDERLYING INSURANCE** (as scheduled in Item 6 of the Declarations) has been exhausted.

2 LIMIT OF LIABILITY:

See Item 5 of the Declarations.

3. EXCLUSION:

This policy shall not apply to Nuclear Energy Liability (see Endorsement #1, Nuclear Energy Liability Exclusion, on page three of this policy) regardless of whether or not such coverage was or would have been afforded by the First **UNDERLYING INSURANCE** policy.

4. GLOSSARY:

The conditions of this policy shall be applied as if the gloss of words listed below had been included with the word or words each time they appear in this policy:

LOSS—meaning the amount of the principal sum, award or verdict, actually paid or payable in cash in the settlement or satisfaction of claim for which the Insured is liable, either by adjudication or compromise with the written consent of the Company, after making proper deduction for all recoveries and salvages.

UNDERLYING INSURANCE—meaning all policies scheduled in Item 6 of the Declarations.

5. MAINTENANCE OF UNDERLYING INSURANCE:

The Insured agrees that the First **UNDERLYING INSURANCE** policy, and other **UNDERLYING INSURANCE** following the terms and provisions of the First **UNDERLYING INSURANCE** policy (except for limit of liability and defense provisions, if any), shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of occurrences happening during the period of this policy. The failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the Company shall only be liable to the same extent as if the Insured had complied with this condition.

6. NOTICE OF OCCURRENCE:

Upon the happening of an occurrence reasonably likely to involve the Company under this policy the Insured shall give written notice as soon as practicable to the Company. Such notice shall contain particulars sufficient to identify the Insured and fullest information obtainable at the time. If legal proceedings are begun the Insured shall forward to the Company each paper therein, or a copy thereof, received by the Insured or the Insured's representative, together with copies of reports of investigations with respect to such claim proceedings.

7 DEFENSE:

The Company shall not be called upon to assume charge of the investigation, settlement or defense of any claim made, or suits brought, or proceedings instituted against the Insured, but shall have the right and be given the opportunity to be associated in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of this policy. If the Company avails itself of such right and opportunity the Company shall do so at its own expense. Court costs and interest, if incurred with the consent of the Company, shall be borne by the Company and other interested parties in the proportion that each party's share of **LOSS** bears to the total amount of **LOSS** sustained by all interested parties.

THIS SPACE TO BE USED FOR ATTACHMENT OF DECLARATIONS AND ENDORSEMENT(S).

8. **PAYMENT OF LOSS:**

Upon final determination of **LOSS**, the Company promptly shall pay on behalf of the Insured the amount of **LOSS** falling within the terms of this policy.

9. **SUBROGATION:**

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

The amount recovered as subrogation shall be apportioned in the inverse order of payment of **LOSS** to the extent of the actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.

10. **CANCELLATION:**

This policy may be cancelled by the Named Insured by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period.

If cancellation is at the request of the Named Insured earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. If this policy insures more than one Named Insured, cancellation may be effected by the first of such Named Insureds for the account of all the Named Insureds; notice of cancellation by the Company to such first Named Insured shall be deemed notice to all Insureds and payment of any unearned premium to such first Named Insured shall be for the account of all interests herein.

In Witness Whereof, the insurance company issuing this policy (as indicated in the Declarations) has caused this policy to be signed by its authorized officers but this policy shall not be valid unless countersigned on the Declarations page of this policy by a duly authorized Representative of the Company.

PACIFIC INDEMNITY COMPANY

Philip B. Fisher *Carl H. Fisher*
Secretary President

FEDERAL INSURANCE COMPANY

Frederic L. Brown *William D. Lee*
Secretary President

MONS 156035

Endorsement #1**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FCRM)**

It is agreed that the policy shall not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", **"special nuclear material"**, and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word **"injury"** or **"destruction"** includes all forms of radioactive contamination of property.

NEW YORK—The provisions of the above endorsement do not apply with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.



DEC 25 1979

ENDORSEMENT

Date Issued 12/18/79

Endorsement No. 5

Insured Monsanto

Policy No. 7922 80 43

Name of Company Federal Insurance

Effective Date 4/1/79

Producer Thomas E. Sears
61047

In consideration of the premium charged it is agreed and understood that ENDORSEMENT #4, is DELETED from the policy.

All Other Terms and Conditions Remain Unchanged

Form 99-02-02/5 Part (Rev. 8-71) (Formerly 1382)

THOMAS E. SEARS INSURANCE AGENCY, INC.

By B. Hadden

Authorized Representative

A-00078 (100M)

MONS 156037



ENDORSEMENT

Date Issued 3/29/79

Insured Monsanto Company

Name of Company Federal Insurance Co.

Producer Thomas E. Sears
3-61047

REVISED
Endorsement No. 4

Policy No. 7922-80-43

Effective Date 4/1/79

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

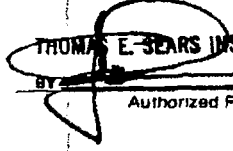
**This policy shall not apply to PERSONAL INJURY or PROPERTY
DAMAGE arising out of, or alleged to have arisen out of:**

AOMA or NED137

All Other Terms and Conditions Remain Unchanged

Form 99-02-02/5 Part (Rev. 8-71) (Formerly 1382)

THOMAS E. SEARS INSURANCE AGENCY, INC.

By 
Authorized Representative

P 3163 (75M)

MONS 156038



ENDORSEMENT

Date Issued

Insured

Name of Company

Producer

Federal Insurance Company

Endorsement No. **4**

Policy No. **7922-80-43**

Effective Date **April 1, 1979**

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

All Other Terms and Conditions Remain Unchanged

Form 99-02-02/5 Part (Rev. 8-71) (Formerly 1382)

THOMAS E. SEARS INSURANCE AGENCY, INC.

Authorized Representative

P 3153 (75M)

PRINTED
IN
U.S.A.

MONS 156039



ENDORSEMENT

Date Issued		Endorsement No.	3
Insured		Policy No.	7922-80-43
Name of Company	Federal Insurance Company	Effective Date	April 1, 1979
Producer			

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

This policy shall not apply to PERSONAL INJURY or PROPERTY DAMAGE arising out of, or alleged to have arisen out of:

Poly-Chlorinated Biphenyls

All Other Terms and Conditions Remain Unchanged

Form 99-02-02/5 Part (Rev. 8-71) (Formerly 1382)

THOMAS SEARS INSURANCE AGENCY

Authorized Representative

P-3163 (75M)

MONS 156040



ENDORSEMENT

Date Issued

Endorsement No. 2

Insured

Policy No. 7922-80-43

Name of Company Federal Insurance Company

Effective Date April 1, 1979

Producer

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions, (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as may be added to the first layer of Cover Note #SD3025 (c) UKL0644 of Underwriters at Lloyd's of London.

All Other Terms and Conditions Remain Unchanged

Form 99-02-02/5 Part (Rev. 8-71) (Formerly 1382)

THOMAS SEARS INSURANCE AGENCY, INC.
BY 
Authorized Representative

P-3163 (75M)

MONS 156041



ENDORSEMENT

Date Issued

Endorsement No. 1

Insured

Policy No. 7922-80-43

Name of Company **Federal Insurance Company**

Effective Date April 1, 1979

Producer

It is agreed that Policy Provision 10, Cancellation
is amended to show that the Company may not give less than
sixty (60) days notice of Cancellation.

All Other Terms and Conditions Remain Unchanged

Form 99-02-02/5 Part (Rev. 8-71) (Formerly 1382)

THOMAS J. SEARS INSURANCE AGENCY INC

BY

Authorized Representative

P 3163 (75M)

MONS 156042